

Sale Name: CR

CT2.11# - TIMBER SUBJECT TO AGREEMENT (06/1972)

In addition, there is within Sale Area an unestimated quantity of:

Species	Product
All Species	Grn Bio Cv

that shall be Included Timber upon written agreement.

CT2.3# - RESERVE TREES (04/2004)

Notwithstanding the designations for cutting under BT2.31, BT2.32, BT2.33, or BT2.34, live or dead genetically superior reserve trees or groups of reserve trees within such cutting units or clearings shall be left uncut. Such Reserve trees are identified by an orange paint band and yellow metal placard above stump height and shall be protected in accordance with CT6.32#. Units with reserve trees are shown on the Sale Area Map.

CT2.35# (OPTION 1) - INDIVIDUAL TREE DESIGNATION (06/2010)

All live conifer trees not marked with orange or pink paint above and below stump height in LTM designated units and all live conifer trees marked with blue or yellow paint above and below stump height in ITM designated units which meet the minimum tree diameter stated in AT2 are designated for cutting. Additional timber to be cut, if any, will be designated for cutting in accordance with BT2.37.

Leave trees, Marked with orange or pink paint above and below stump height, or identified by see attached table on page 141a are not to be cut, unless designated by the Forest Service.

CT4.211 - DOWNPAYMENT (06/2007)

The downpayment amount shown in AT15 may not be applied toward any other payment required under the provisions of this contract, except damages determined pursuant to BT9.4, transferred to other timber sales, or refunded until (a) stumpage value representing 25 percent of the total bid value of the timber sale is shown on Timber Sale Account to have been cut, removed, and paid for, or (b) the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment, or (c) if 36 CFR 223.49(e) is applicable, the estimated value remaining to be cut and removed, as shown on Timber Sale Account, is equal to or less than the amount of the downpayment. For lump sum timber sales, the downpayment may be applied to payment for release of the single payment unit.

If Forest Service makes a determination that this contract should not have been included under increased downpayment requirements (36 CFR 223.49(e)), the downpayment shall be revised and applied in accordance with 36 CFR 223.49(f).

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DESCRIPTION PURSUANT TO CT2.35# (Option 1) -  
INDIVIDUAL TREE DESIGNATION (06/2010)

Payment Unit

Designation

009,010,012,038,044,  
073,079,189,217,341

Leave all Ponderosa Pine

Sale Name: CR.

CT4.212 - TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)

Notwithstanding BT4.211 or CT4.211, upon the Purchaser's written request Forest Service may temporarily reduce the downpayment when Purchaser's scheduled operations are delayed or interrupted for 30 or more consecutive days, or the contract term is extended for 30 or more consecutive days for any of the following reasons:

- (1) Forest Service requests or orders Purchaser to delay or interrupt scheduled operations for reasons other than breach;
- (2) Purchaser interrupts or delays scheduled operations to work on a sale designated by the Forest Service as in urgent need of harvesting; or,
- (3) An adjustment of the contract term authorized upon a determination of substantial overriding public interest, including a market-related contract term addition, or an urgent removal contract term extension under 36 CFR 223.53.

When Purchaser is not cutting or removing timber under contract during a qualifying period of delay, interruption, or extension listed above the downpayment may be reduced to \$1000 or 2 percent of the downpayment amount stated in the contract, whichever is greater. The Purchaser must restore the downpayment to the full amount stated in the contract within 15 days from receipt of the bill for collection and written notice from the Contracting Officer that the basis for temporarily reducing the downpayment no longer exists. Purchaser shall not cut or remove timber on a contract where the downpayment has been temporarily reduced until the downpayment amount stated in the contract is fully restored.

CT4.4 - PAYMENTS NOT RECEIVED (08/2012)

(a) Payments are due and payable on the date of issue indicated on the bill for collection. When a payment for timber cut and other charges is not received at the location designated by Forest Service by the date specified in the bill for collection, Contracting Officer will suspend all or any part of Purchaser's Operations until payment or acceptable payment guarantee is received. Other charges include, but are not limited to:

- (i) Slash disposal and road maintenance deposits;
- (ii) Cooperative work at rates established by specific agreement under BT4.218;
- (iii) Damages pursuant to BT9.4;
- (iv) Road use fees;
- (v) Restoration of downpayment pursuant to BT4.22;
- (vi) Periodic payments pursuant to BT4.213;
- (vii) Extension Deposits pursuant to BT4.217; and
- (viii) Other mandatory deposits.

(b) Failure to pay amounts due by the date specified in the bill for collection shall be considered a breach under BT9.3. The 30-day notice period prescribed therein shall begin to run as of the end of business on the date specified for receipt of payments. If the performance or payment is guaranteed by surety bond, the surety will receive a copy of the written notification of breach. Demand will be made on the surety or other institution providing the guarantee or bond instrument for immediate payment 10 days after issuance of written notification of the breach.

(c) Pursuant to the Debt Collection Improvement Act of 1996, as amended, if payment is not received by Forest Service within 15 days after the date of issue indicated on the bill for collection:

(i) Simple interest shall be assessed at the Current Value of Funds Rate as established by the Secretary of the Treasury. Interest will begin to accrue as of the date of issue indicated on the initial bill for collection.

(ii) Debtors will be assessed administrative charges, in addition to the delinquent amount due. Administrative charges are those additional costs incurred by the Government in processing, handling, and collecting delinquent debts.

(iii) A penalty charge of six (6) percent per annum will be assessed on any portion of a debt delinquent more than 90 days. This penalty charge is in addition to interest and administrative charges under paragraphs (c)(i) and (c)(ii). The penalty charge shall accrue from the date of issue indicated on the bill for collection and shall be assessed on all outstanding amounts, including interest and administrative costs assessed under paragraphs (c)(i) and (c)(ii).

(iv) Payments will be credited on the date received by the Federal Depository or Collection Officer designated on the bill for collection.

(d) Forest Service remedies for Purchaser's failure to make payment for timber cut and other charges when due, except for accrual of interest, suspension of all or any part of Purchaser's Operations, and administrative offset, shall be stayed for so long as:

- (i) A bona fide dispute exists as to Purchaser's obligation to make such payment and
- (ii) Purchaser files and prosecutes a timely Claim.

CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008)

In addition to the requirements of BT5.1 and BT6.63, Purchaser and Forest Service will agree to the design, construction, maintenance, closure, and obliteration of all Temporary Roads.

Construction of Temporary Roads in areas shown on Sale Area Map shall be in accordance with the attached plans or criteria.

Unless otherwise agreed, if Purchaser's Operations require more than N/A cubic N/A of rock for Temporary Roads, landings, or other temporary uses, such rock shall be obtained from commercial sources.

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) - TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008) see Table on following page

CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

Purchaser's use of existing roads identified on Sale Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed otherwise:

Code	Use Limitations
X	Hauling prohibited
R	Hauling restricted
U	Unsuitable for hauling prior to completion of agreed reconstruction
P	Use prohibited
A	Public use restriction
W	Regulation waiver

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. Purchaser's use of roads coded R, A, or W shall be in accordance with the following restrictions:

See Restricted Road List Table.

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) -  
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008).

LANDINGS

Landings will not be constructed in Riparian Reserves unless other practicable locations outside the Riparian Reserve are not available. If landings are constructed in Riparian Reserves, suitable erosion control measures such as silt fences or other retention methods will be installed prior to landing construction and will remain in place during the harvest operations.

TEMPORARY ROADS

In addition to the erosion control and stabilization requirements of BT6.63, the following Temporary Roads constructed pursuant to BT5.1 shall be effectively closed after Purchaser's use to preclude further vehicular use along the entire length of road. The Purchaser shall, unless otherwise agreed, use the following road closure methods.

SCHEDULE PURSUANT TO CT5.1# (OPTION 1) - ROAD CLOSURE REQUIREMENTS FOR  
TEMPORARY ROADS (06/2008)

<u>Road Description</u>	<u>Closure Method</u>
All Temporary Roads	Decommission according to the following specifications:

Work Description - The work shall consist of decommissioning roads and landings and restoring drainage facilities to the original hydrological function. Specific work activities are listed below.

Purchaser supplied equipment and materials - Purchaser is responsible for providing equipment (minimum of excavator type with thumb or clamshell bucket) and qualified operators capable of performing the following work activities.

The Forest Service must first authorize all work. No acceptance will be made for work that is not first authorized by the Forest Service. Work must be completed to a standard sufficient to meet objectives before acceptance will be made.

Specific Work Activities

1. Clearing and Slash Treatment - Clearing of trees and slash may be necessary. The work shall consist of removing vegetation from fill slope, road surface, ditch lines and back slope as necessary prior to decompaction of the road surface and excavation and placement of excavated material. When clearing is needed, it shall be accomplished as follows:
  - a. Unless otherwise agreed to, the materials generated will not need to be limbed and lopped.
  - b. Clearing slash shall be scattered on disturbed areas and shall not be incorporated in embankment material unless otherwise agreed to by the Forest Service.

PLANS AND/OR CRITERIA PURSUANT TO CT5.1# (OPTION 1) -  
TEMPORARY ROAD AND LANDING CONSTRUCTION (06/2008). continued

- c. Materials shall be positioned in a stable position to prevent rolling.
  - d. Generated Materials that create such a deep or thick mat that they will prevent seeding, ripping, or other ground surface treatments called for shall be further scattered or moved off disturbed areas.
2. Drainage - The work shall consist of filling and removing ditches and shaping the road surface to drain. Eliminate all ruts and low spots that could hold water.
3. Decompaction - The work shall consist of using an excavator to loosen the soil across the entire width and length of the existing roadbed or landing surface area to a minimum depth of 18 inches. Equipment shall not be operated on decompacted areas.
4. Removal of Culverts - The work involves removing all culverts or drainage structures and associated fills. Channels, following removal of drainage structures, shall be reshaped. Excavation limits shall be as follows:
- a. The width of the excavated channel shall match the width of the natural stream valley or channel, whichever is wider.
  - b. The elevation of the excavated channel shall approximate the average channel gradient of the natural stream upstream and downstream of the site.
  - c. Stream banks shall be sloped to match the natural stream bank contours adjacent to the site upstream and downstream. Rocks over 12 inches may be placed along edges of channel for erosion control, but shall not narrow the required width of the channel. Finish slopes to provide gradual transitions in slope adjustments without noticeable breaks.
5. Waste Areas - Excavated material shall be placed on cut sections of the road prism against back slopes along the roadbed near the excavation area unless otherwise agreed to. Waste areas shall be treated as follows:
- a. Any road segment or surface area where embankment is to be placed shall be decompacted prior to placement.
  - b. Excavated material shall be shaped to drain in a manner that precludes sediment from entering the stream and left in an uncompacted condition.
  - c. Keep excavated material within the original construction limits.
6. Disposal of Culverts - All removed culverts shall become property of the Purchaser and shall be removed from Government land.
7. Road Closure Barriers - Road Closure Barriers shall be constructed at locations specified by Forest Service. Cover at least 100 ft. of the decompacted road surface beyond the barrier with slash and cleared material to screen the decommissioned road.
8. Seeding - Seed shall be applied to all areas disturbed under this contract and on any other areas specified in accordance with CT6.6#.

TABLE A PURSUANT TO CT5.12# - USE OF ROADS BY PURCHASER (06/1999)

## Restricted Road List

Road Number	Road Name	Termini		Map Legend	Description of Restrictions
		From	To		
All Roads		Beginning	End		Hauling and heavy equipment moving during weekends and holidays is prohibited without prior approval from Forest Service beginning Memorial Day weekend through Labor Day weekend and also during the general rifle season for deer.
3000100		J/w Haden Rd	E. J/w 3000	A	No public use allowed, "For Logging Use Only".  Road to be effectively blocked when operator's equipment is removed or during long periods of non use.
3000101		J/w 3000100	End of Road		
3000106		J/w 3000100	End of Road		
3000107		J/w 3000100	End of Road		
3000108		j/w 3000107	End of Road		
3000130		J/w 3000100	End of Road		
3000131		J/w 3000130	End of Road		
3000138		J/w 3000130	End of Road		
3000140		J/w 3000100	End of Road		
3000150		J/w 3000000	End of Road		
3000154		J/w 3000000	End of Road		
3000170		J/w 3000000	End of Road		
3000172		J/w 3000170	End of Road		
3000187		J/w 3000000	End of Road		
3000190		J/w 3000000	End of Road		
3000204		J/w 3000206	End of Road		
3000205		J/w 3000000	End of Road		
3000206		J/w 3000205	End of Road		
3000214		J/w 3000213	End of Road		
3000218		J/w 3000200	End of Road		
3000222		J/w 3000200	End of Road		
3000230		J/w 3000200	End of Road		
3000256		J/w 3000200	End of Road		
3000258		J/w 3000200	End of Road		
3015127		J/w 3015000	End of Road		
3015150		J/w 3015000	End of Road		
3015175		J/w 3015000	End of Road		
3015177		J/w 3015000	End of Road		
3015180		J/w 3015175	End of Road		
3015181		J/w 3015175	End of Road		
3015185		J/w 3015175	End of Road		
3015186		J/w 3015175	End of Road		
All Non-system roads opened for use		Full Length			
3000170		J/w 3000000	End of Road	G	Gate to be shut at all times and locked when operator's equipment is removed or during long periods of non use.
3000205		J/w 3000000	End of Road		



Sale Name: CR

CT5.13# - ROAD COMPLETION DATE (04/2004)

Construction of Specified Roads shall be completed no later than 03/31/2015; except for earlier construction completion dates for roads listed below:

Road Number	Road Name	Station From To	Completion Date
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N/A

Completion date is binding on the party that constructs road, whether Purchaser or Forest Service. Contracting Officer shall modify the completion date in writing to conform to the approved Plan of Operations under BT6.311 at the request of Purchaser.

When Purchaser elects Forest Service construction of Specified Roads shown in sale advertisement, Forest Service may adjust construction completion date when road construction is delayed or interrupted for causes that qualify for an adjustment of the completion date of Forest Service's road construction contract. When qualifying delays or interruptions of road construction occur, Forest Service shall evaluate such occurrences and document any findings. The current status of any adjustment shall be available to Purchaser on request. Promptly after the end of Normal Operating Season in which qualifying days occur, Forest Service shall give Purchaser written notice of (a) number of qualifying days claimed, and (b) new construction completion dates. After all road construction is complete, Forest Service shall grant Contract Term Adjustment. Such adjustment shall be limited to road completion date delays that occurred during Normal Operating Season.

If Forest Service is responsible for road construction and the actual date of road completion is 1 year or more after the completion date stated above, Purchaser may request a rate redetermination under BT3.3 for remaining volume. Such request must be made within 30 days of notification that road construction has been completed. Upon receipt of such request, Forest Service shall redetermine rates using standard methods in effect on the completion date of road construction. Rates to be established shall apply to all timber removed from Sale Area after the effective date of the rate redetermination.

Forest Service shall in no way be responsible for any delay or damage caused by road contractor in performing the road construction, except such delay as may be the fault or negligence of Forest Service.

When Purchaser constructs Specified Roads and requests Contract Term Adjustment, completion dates shall be adjusted by number of days that qualify for such adjustment, provided such qualifying days occur before specified construction completion date. When Purchaser desires to construct an alternate facility under BT5.26, Forest Service and Purchaser shall agree, in writing, on a construction completion date for alternate facility. Contract Term Adjustment as noted above will apply. Completion date shall be adjusted where a Design Change or physical changes necessitate a modification of Specified Road construction work that increases the scope or magnitude of the required work.

If Purchaser fails to complete construction of any or all Specified Roads by applicable completion date, as adjusted, Contract Term Extension shall not be granted.

As used in this Subsection, construction of a road is completed when:

(a) Purchaser constructs Specified Roads and Forest Service furnishes Purchaser with written notice of acceptance under BT6.36 or

(b) Forest Service constructs road and furnishes Purchaser with written notice authorizing use of road.

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Notwithstanding BT5.1, Purchaser shall not use a road that Purchaser has elected for Forest Service to construct, until construction is completed and Forest Service furnishes Purchaser with written notice authorizing use of road.

CT5.213# - DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (04/2004)

Purchaser shall make a cash deposit for engineering services (preconstruction and construction) provided by Forest Service for reconstruction of National Forest system roads necessary to accommodate Purchaser's use under this contract, pursuant to 16 USC 537.

The total amount to be deposited by Purchaser for reconstruction related engineering services to be completed by Forest Service personnel or by public works contract is \$15,565.00. Purchaser shall make this deposit at the end of the first full Normal Operating Season or 12 months from contract award, whichever occurs first. In the event a different deposit schedule is agreed to, such deposit shall be due within 15 days after the date of issue indicated on the initial bill for collection, pursuant to BT4.4.

The amount of the required deposit will be shown as an associated charge on Purchaser's Timber Sale Account. Forest Service shall retain any unexpended deposit for reconstruction related engineering services.

The deposit for reconstruction related engineering services shall be commensurate with project need and Purchaser's road use. Forest Service shall complete reconstruction related engineering services on the following schedule unless a different completion schedule is agreed in writing:

Road or Facility No.	Termini From	To	Engineering Services Completion Date
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N/A

Reconstruction related engineering services may consist of some or all of the engineering work and expense of: preparing, setting out, controlling, inspecting, and measuring the reconstruction of a National Forest system road.

CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Purchaser shall maintain roads in accordance with the following Contract Road Maintenance Requirements Summary:

See Contract Road Maintenance Requirements Summary Table.

TABLE PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

## Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications										
	From	To		T-803	T-811	T-812	T-831	T-834	T-835	T-836	T-838	T-839	T-841	T-891
3000000	NW corner of Unit 796	Jct. w/County Rd. 9455	14.53				P	P						
3000100	Jct. w/3000000	NW corner of Unit 968	3.53				P	P						
3000100	S tip of Unit 623	Jct. w/3000000	2.39								P			
3000101	Jct. w/3000100	NW corner of Unit 121	0.21											
3000106	Jct. w/3000100	End of road	0.75								P		P	
3000107	Jct. w/3000100	N edge of Unit 104	0.91								P		P	
3000108	Jct. w/3000107	E edge of Unit 991	0.10									P		
3000130	Jct. w/3000100	End of road	2.30								P		P	
3000131	Jct. w/3000130	End of road	0.24									P	P	
3000138	Jct. w/3000130	End of road	0.31								P		P	
3000140	Jct. w/3000100	E edge of Unit 432	0.10								P			
3000150	Jct. w/3000000	N edge of Unit 199	0.88								P		P	
3000154	Jct. w/3000000	S edge of Unit 317	0.17								P		P	
3000170	Jct. w/3000000	Jct. w/3000172	0.43								P			
3000172	Jct. w/3000170	End of road	0.29								P			
3000187	Jct. w/3000000	S end of Unit 341	0.85									P		
3000190	Jct. w/3000000	End of road	0.62								P			
3000200	Jct. w/3000000	N edge of Unit 185	3.90							P				
3000200	SE corner of Unit 079	Jct. w/3015000	2.12							P				
3000204	Jct. w/3000206	NW corner of Unit 317	0.13								P			
3000205	Jct. w/3000000	Jct. w/3000206	0.62								P			
3000206	Jct. w/3000205	S edge of Unit 317	0.78								P			
3000213	Jct. w/3000200	Jct. w/3000214	0.31											
3000214	Jct. w/3000213	N edge of Unit 222	0.35											
3000218	Jct. w/3000200	S edge of Unit 216	0.20											

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

## Contract Road Maintenance Requirements Summary (continued)

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications									
	From	To		T-803	T-811	T-812	T-831	T-834	T-835	T-836	T-838	T-839	T-841 T-842 T-891
3000230	Jct. w/3000200	NW corner of Unit 189	0.14								P		
3000256	Jct. w/3000200	W edge of Unit 79	0.21									P	
3000258	Jct. w/3000200	NW corner of Unit 79	0.08									P	
3010000	Jct. w /County Rd. 9455	Jct. w/3015000	5.50		P		P	P					
3015000	Jct. w/3010000	NW corner of Unit 10	3.70		P		P	P					
3015127	Jct. w/3015000	N edge of Unit 15	0.22								P		P
3015175	Jct. w/3015000	NE edge of Unit 60	2.87								P		
3015177	Jct. w/3015000	End of road	0.69								P		P
3015180	Jct. w/3015175	End of road	1.12										
3015181	Jct. w/3015175	End of road	0.33										
3015185	Jct. w/3015175	End of road	0.11								P		P
3015186	Jct. w/3015175	End of road	0.20								P		P

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

TABLE PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

## Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During-haul Road Maintenance Specifications											
	From	To		T-803	T-811	T-812	T-831	T-834	T-835	T-836	T-838	T-839	T-841	T-842	T-891
3000000	NW corner of Unit 796	Jct. w/County Rd. 9455	14.53	P			P	P							
3000100	Jct. w/3000000	NW corner of Unit 968	3.53	P			P	P							
3000100	S tip of Unit 623	Jct. w/3000000	2.39	P							P				
3000101	Jct. w/3000100	NW corner of Unit 121	0.21	P								P			
3000106	Jct. w/3000100	End of road	0.75	P							P				
3000107	Jct. w/3000100	N edge of Unit 104	0.91	P							P				
3000108	Jct. w/3000107	E edge of Unit 991	0.10	P								P			
3000130	Jct. w/3000100	End of road	2.30	P								P			
3000131	Jct. w/3000130	End of road	0.24	P									P		
3000138	Jct. w/3000130	End of road	0.31	P								P			
3000140	Jct. w/3000100	E edge of Unit 432	0.10	P								P			
3000150	Jct. w/3000000	N edge of Unit 199	0.88	P								P			
3000154	Jct. w/3000000	S edge of Unit 817	0.17	P								P			
3000170	Jct. w/3000000	Jct. w/3000172	0.43	P								P			
3000172	Jct. w/3000170	End of road	0.29	P									P		
3000187	Jct. w/3000000	S end of Unit 341	0.85	P									P		
3000190	Jct. w/3000000	End of road	0.62	P								P			
3000200	Jct. w/3000000	N edge of Unit 185	3.90	P							P				
3000200	SE corner of Unit 079	Jct. w/3015000	2.12	P							P				
3000204	Jct. w/3000206	NW corner of Unit 317	0.13	P								P			
3000205	Jct. w/3000000	Jct. w/3000206	0.62	P								P			
3000206	Jct. w/3000205	S edge of Unit 317	0.78	P								P			
3000213	Jct. w/3000200	Jct. w/3000214	0.31	P									P		
3000214	Jct. w/3000213	N edge of Unit 222	0.35	P									P		
3000218	Jct. w/3000200	S edge of Unit 216	0.20	P									P		

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

## Contract Road Maintenance Requirements Summary (continued)

Road	Termini		Miles	Applicable During-haul Road Maintenance Specifications										
	From	To		T-803	T-811	T-812	T-831	T-834	T-835	T-836	T-838	T-839	T-841	T-842 T-891
3000230	Jct. w/3000200	NW corner of Unit 189	0.14	P							P			
3000256	Jct. w/3000200	W edge of Unit 79	0.21	P							P			
3000258	Jct. w/3000200	NW corner of Unit 79	0.08	P							P			
3010000	Jct. w/County Rd. 9455	Jct. w/3015000	5.50	P		P	P	P						P
3015000	Jct. w/3010000	NW corner of Unit 10	3.70	P		P	P	P						P
3015127	Jct. w/3015000	N edge of Unit 15	0.22	P							P			
3015175	Jct. w/3015000	NE edge of Unit 60	2.87	P							P			
3015177	Jct. w/3015000	End of road	0.69	P							P			
3015180	Jct. w/3015175	End of road	1.12								P			
3015181	Jct. w/3015175	End of road	0.33								P			
3015185	Jct. w/3015175	End of road	0.11	P							P			
3015186	Jct. w/3015175	End of road	0.20	P							P			

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

TABLE PURSUANT TO CTS.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

## Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post-haul Road Maintenance Specifications											
	From	To		T-803	T-811	T-812	T-831	T-834	T-835	T-836	T-838	T-839	T-841	T-842	T-891
3000000	NW corner of Unit 796	Jct. w/County Rd. 9455	14.53				P	P							
3000100	Jct. w/3000000	NW corner of Unit 968	3.53				P	P							
3000100	S tip of Unit 623	Jct. w/3000000	2.39								P				
3000101	Jct. w/3000100	NW corner of Unit 121	0.21						P			P	P		
3000106	Jct. w/3000100	End of road	0.75								P				
3000107	Jct. w/3000100	N edge of Unit 104	0.91								P				
3000108	Jct. w/3000107	E edge of Unit 991	0.10						P			P	P		
3000130	Jct. w/3000100	End of road	2.30												
3000131	Jct. w/3000130	End of road	0.24						P				P	P	
3000138	Jct. w/3000130	End of road	0.31								P				
3000140	Jct. w/3000100	E edge of Unit 432	0.10								P				
3000150	Jct. w/3000000	N edge of Unit 199	0.88												
3000154	Jct. w/3000000	S edge of Unit 817	0.17									P			
3000170	Jct. w/3000000	Jct. w/3000172	0.43												
3000172	Jct. w/3000170	End of road	0.29									P			
3000187	Jct. w/3000000	S end of Unit 341	0.85						P				P	P	
3000190	Jct. w/3000000	End of road	0.62												
3000200	Jct. w/3000000	N edge of Unit 185	3.90							P					
3000200	SE corner of Unit 079	Jct. w/3015000	2.12							P					
3000204	Jct. w/3000206	NW corner of Unit 317	0.13												
3000206	Jct. w/3000000	Jct. w/3000206	0.62								P				
3000206	Jct. w/3000205	S edge of Unit 317	0.78												
3000213	Jct. w/3000200	Jct. w/3000214	0.31												
3000214	Jct. w/3000213	N edge of Unit 222	0.35												
3000218	Jct. w/3000200	S edge of Unit 216	0.20												

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

## Contract Road Maintenance Requirements Summary (continued)

Road	Termini		Miles	Applicable Post-haul Road Maintenance Specifications									
	From	To		T-803	T-811	T-812	T-831	T-834	T-835	T-836	T-838	T-839	T-841 T-842 T-891
3000230	Jct. w/3000200	NW corner of Unit 189	0.14								P		
3000256	Jct. w/3000200	W edge of Unit 79	0.21									P	
3000258	Jct. w/3000200	NW corner of Unit 79	0.08						P			P	
3010000	Jct. w /County Rd. 9455	Jct. w/3015000	5.50				P	P					
3015000	Jct. w/3010000	NW corner of Unit 10	3.70				P	P					
3015127	Jct. w/3015000	N edge of Unit 15	0.22								P		
3015175	Jct. w/3015000	NE edge of Unit 60	2.87								P		
3015177	Jct. w/3015000	End of road	0.69								P		
3015180	Jct. w/3015175	End of road	1.12								P		
3015181	Jct. w/3015175	End of road	0.33								P		
3015185	Jct. w/3015175	End of road	0.11								P		
3015186	Jct. w/3015175	End of road	0.20								P		

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party





ROAD MAINTENANCE REQUIREMENTS SPECIFICATION TABLE  
PURSUANT TO CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)  
(continued)

1			2		3		4	5	6		7	8	9
Road No.	Termini From	Termini To	Special Project Specification	Travel Way		Brushing And Log Out	Surfacing	Dust Abatement		Seasonal Maintenance	Snow Removal	Post Haul	
				Width	X Slope			Product	Applic. Rate				Width
3000205	Jct. w/3000000	Jct. w/3000206		EX	AI						TS		
3000206	Jct. w/3000205	S edge of Unit 317		EX	AI						TS		
3000213	Jct. w/3000200	Jct. w/3000214		EX	AI						TS		
3000214	Jct. w/3000213	N edge of Unit 222		EX	AI						TS		
3000218	Jct. w/3000200	S edge of Unit 216		EX	AI						TS		
3000230	Jct. w/3000200	NW corner of Unit		EX	AI						TS		
3000256	Jct. w/3000200	W edge of Unit 79		EX	AI						TS		
3000258	Jct. w/3000200	NW corner of Unit 79	T-835-01F, T-841-01F	EX	AI					W, B	TS	PR	
3010000	Jct. w /County Rd. 9455	Jct. w/3015000	T-812-01F	EX	AI			H2O or Ligs	12'		TS		
3015000	Jct. w/3010000	NW corner of Unit 10	T-812-01F	EX	AI			H2O or Ligs	12'		TS		
3015127	Jct. w/3015000	N edge of Unit 15		EX	AI	2' (L), 2 (R), OPT					TS		
3015175	Jct. w/3015000	NE edge of Unit 60		EX	AI						TS		
3015177	Jct. w/3015000	End of road		EX	AI	2' (L), 2 (R), OPT					TS		
3015180	Jct. w/3015175	End of road		EX	AI								
3015181	Jct. w/3015175	End of road		EX	AI								
3015185	Jct. w/3015175	End of road		EX	AI	2' (L), 2 (R), OPT					TS		
3015186	Jct. w/3015175	End of road		EX	AI	2' (L), 2 (R), OPT					TS		

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO  
CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Column No.	Heading	Entry	Explanation
	Any	Blank	Except as otherwise described, no entry indicates Purchaser is not authorized or required to perform the work item(s).
	Any	RC	This work requirement applies only when haul of sale related construction materials occurs.
2	Special Project Specification	Number	Entry indicates Special Project Specification which applies.
3	Travel Way	EX	Purchaser shall maintain the traveled way to the width existing upon entry, or at the completion of Specified Road work.
		Numbers	Purchaser shall maintain the traveled way to the standard width indicated by the entry, plus curve widening, in accordance with Section T-811. If required, the road template shall be shaped to this width and to the designated cross slope before haul and during recurring maintenance.
		IS, C, OS, F, or AI	Cross slopes are designated as: IS (Inslope), C (Crown), OS (Outslope), F (Flat), AI (As Is).
		A or B	If compaction is required.
4	Brush and Log Out	Numeric & R and or L	Purchaser shall remove brush for specified width on either or both the right (R) side or left (L) side of road.
		As Staked	Limits of brushing are as staked or marked in the field.
		OPT	Purchaser may use hand or mechanical means of brushing.
		H	Only hand brushing may be used.

ROAD MAINTENANCE REQUIREMENTS SPECIFICATION CODES TABLE PURSUANT TO  
CT5.31# - ROAD MAINTENANCE REQUIREMENTS (07/2001)

Column No.	Heading	Entry	Explanation
5	Surfacing	Aggregate Grading	Purchaser shall place surfacing on roads listed according to the grading indicated.
		D	Purchaser is to make deposits for listed road maintenance, including surface rock replacement.
6	Dust abatement	OPT	Product selection is Purchaser's choice from those listed in Section T-812.
		Product Abbr.	Unless otherwise agreed, Purchaser is restricted to product listed corresponding to the abbreviation shown in Section T-812; (i.e., LigS = Lignon Sulfonate) Application rates are estimated amounts.
		EX	Purchaser shall abate dust on the existing width
		Numbers	Purchaser shall abate dust to the width indicated by entry.
7	Seasonal Maintenance	W	Waterbars and/or crossditching shall be required prior to expected seasonal precipitation.
		B	Entrance barriers shall be installed by Purchaser prior to nonuse periods.
8	Snow Removal	TS	Snowplowing authorized for Purchaser's Operations without recreation access being provided per Section T-803 requirements.
		JU	Snowplowing authorized, but must provide for recreation joint use per Section T-803 requirements.
		Blank	Snowplowing is not authorized. Forest Service may authorize plowing by permit when not in conflict with other uses.
9	Post Haul	PR	PR denotes that work is Purchaser's Responsibility to perform.

CT5.32# - ROAD MAINTENANCE DEPOSIT SCHEDULE (07/2001)

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Purchaser's performance of road maintenance, Purchaser shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Purchaser's commensurate use of each road listed in the Road Maintenance Plan in CT5.31#.

Purchaser and Forest Service may agree in writing on adjustment of such rates. If Purchaser uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Purchaser's use of such roads.

The Required Deposits for Forest Service work in lieu of Purchaser performance and for deferred maintenance is: \$.70 per CCF.

The following table lists who Purchaser will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's office.

Deposit Made To	Rate	Unit of Measure
<u>N/A</u>		

CT6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (04/2004)

Special protection measures needed to protect known areas identified on Sale Area Map or on the ground include:

Cultural Resource Protection Measures: NONE

Wildlife and Botanical Protection Measures: Protect the population of Habenaria verdis located in unit 001. The site is shown on the Sale Area Map and is identified on the ground.

Cave Resource Protection Measures: NONE

CT6.315# - SALE OPERATION SCHEDULE (06/1994)

Unless otherwise agreed to in writing between Purchaser and Forest Service, Purchaser's Operations shall be performed in accordance with the following schedule.

See attached schedule.

SCHEDULE PURSUANT TO CT6.315# - SALE OPERATION SCHEDULE (06/1994)

<u>Harvest Unit</u>	<u>Operating Conditions</u>	<u>Purpose</u>
055, 056, 060	Summer logging required	Minimize impacts to blue grouse roosting/foraging habitat
001,003, 004,005, 006	Summer logging required	Eliminate adverse haul in winter
001,003, 004,005, 006	Equipment cleaning required when moving from these units	Minimize spread of noxious weeds

CT6.32# - PROTECTION OF RESERVE TREES (04/2004)

Purchaser's damage or destruction of reserve trees described in CT2.3# will cause serious and substantial silvicultural or other damage to the National Forest. It will be difficult if not impossible to determine the amount of such damage. Therefore, Purchaser shall pay as fixed, agreed, and liquidated damages \$ 500 for each genetically superior reserve tree and \$ N/A for each N/A reserve tree damaged or destroyed by Purchaser's Operations, in addition to amounts payable under BT3.44 and BT3.45.

Damage, as used herein, includes any injury to the living crown, bole, or roots of reserve trees. If areas are marked on the ground around such reserve trees, operation of heavy equipment or skidding of products within the area shall be considered to be damage to the tree.

CT6.405 - ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)

Purchaser and Forest Service may agree to alternate removal requirements of Included Timber contained in AT2. Alternate removal requirements are to be set forth in an agreement signed by both Purchaser and Contracting Officer. The terms of the agreement binds both parties and becomes part of the timber sale contract.

The development and execution of the agreement is based upon the determination by the Contracting Officer that removal of Included Timber is economically impractical if Purchaser has no ready market for such logs in the tributary area. A tributary area is defined as the area in which the Purchaser and competitors regularly deliver saw logs, or 200 miles from the Sale Area, whichever distance is greater.

The agreement for alternate removal requirements shall be executed prior to removing any timber from the Payment Units included in the agreement. Alternate removal requirements shall apply only to whole units and not to portions of units. All material meeting alternate removal specifications shall be cut and removed to locations designed in the agreement.

Volumes of material with alternate removal requirements will be determined from the National Cruise report for the sale. Purchaser will be charged for the following:

- a) stumpage value at current contract rates of the alternatively removed timber;
- b) plus the cost of other work required by the Forest Service to dispose of alternatively removed material;
- c) plus the difference between the appraised transportation cost of the Sawtimber and/or Nonsawtimber material involved and the appraised transportation cost of the alternative.
- d) Minus any work required to be completed by the Purchaser associated with alternate removal requirements.

Charges will be debited to the Purchaser's timber sale account.

Upon acceptance of the alternate removal requirements, the Payment Unit will be removed from the Sale Area under BT6.36.

Title to material included in the alternate removal agreement shall remain with the Forest Service.

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BT6.41# - SPECIFIC REQUIREMENTS (01/2000)

Notwithstanding BT6.41, BT6.411, BT6.5, and BT6.61, felling objectives shall be accomplished by the type of felling methods and equipment listed herein. Methods or equipment other than those specified may be approved. For Payment Units shown in the following table, Purchaser shall submit a cutting plan for Forest Service acceptance, prior to the start of felling operations.

See attached table.



TABLE PURSUANT TO CT6.41# - SPECIFIC REQUIREMENTS (01/2000)

FELLING EQUIPMENT	HARVEST UNITS
Mechanized felling equipment allowed on Single-Pass trails spaced no closer than 40 feet apart, except where trails converge at the landing.	All Units
FELLING METHODS	HARVEST UNITS
<b>Yard Tops Attached (YTA)</b> to the landing with the last log. No limbs or tops can be severed in the harvest unit (see CT6.74#).	All Units except 044, 055, 185, 198, 199, 220, 222, 235, 444,
To provide sufficient fuels for site preparation, <b>No tops attached</b> yarding (NTA), sever tops in unit.	Units 044, 055, 185, 198, 199, 220, 222, 235, and 444
Directional fell away from fences	Units 001, 003, 005, 010, 015, 038, 044, 104, 109, 121, 163, 222, 235, 430, 431, 618, 623, 624, 629, 796, and 991
Directional fell away from survey markers	Unit 015
Directional fell away from range enclosure	Units 235, 717, 796
Directional fell away from cattle guard	Units 010, 618, 624, and 796
Directional fell away from allotment gates	Units 235, 618, and 796.
Directional fell away from power lines	Unit 104, 154 and 980
Directional fell away from range transect stakes	Unit 796
Directional fell away from rare plant	Unit 001
Directional fell away from meadow	Units 618, and 623
Directional fell away from genetically superior trees	Units 009, 102, 103, 185, 222, 444, 484, 522 and 796
BUCKING METHODS	HARVEST UNITS
PROTECT REGENERATION	HARVEST UNITS
Protect all understory trees (PU)	Units 001, 003, 004, 005, 006, 009, 010, 012, 015, 018, 034, 056, 060, 199, 341, 430, 444, 445, 483, 484, 629, 817
Protect all aspen understory trees (PA)	Units 070, 103, 109, 154, 163, 216, 217, 431, 432, 522, 532, 618, 623, 624, 796, 806, 968, 980, 991

CT6.42# - YARDING/SKIDDING REQUIREMENTS (06/2010)

Purchaser shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Sale Area Map. In no such case shall the adjustments result in Current Contract Rates less than Base Rates.

Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to felling, construction or use.

See attached table for requirements.

TABLE PURSUANT TO CT6.42# - YARDING/SKIDDING REQUIREMENTS (06/2010)

YARDING/SKIDDING REQUIREMENTS	HARVEST UNITS
Requirements applicable to Ground-Based Logging Units	
<b>GROUND BASED LOGGING REQUIRED</b>	
Yarding/skidding operations confined to slopes 35% or less except for short pitches up 150 feet long. Operations on steeper ground will be allowed only when adequate ground vegetation is present and bare mineral soil is not present.	All Units
The location of all landings and skid trails shall be designated by the Purchaser's Representative and approved by the Timber Sale Administrator prior to timber felling.	
Skid trails will be located on old skid trails wherever possible.	
Adequate rub trees will be left to protect the residual stand. Rub trees will be removed after other included timber has been skidded if designated by the Sale Administrator.	
Skid trails must be felled prior to the surrounding timber.	
Skid trail width must not exceed 12 feet after use.	
From June 1 through October 15 all fences cut for harvest and/or yarding purposes must be repaired within 1 day after yarding activity is accomplished in each unit.	Units 001, 003, 004, 005, 010, 038, 044, 104, 109, 015, 163, 222, 235, 430, 431, 618, 623, 624, 629, 796 and 991
Protect all understory	Units 001, 003, 004, 005, 006, 009, 010, 012, 015, 018, 034, 056, 060, 199, 341, 430, 444, 445, 483, 484, 629, 817
Protect understory aspen	070, 103, 109, 154, 163, 216, 217, 430, 431, 432, 522, 532, 618, 623, 624, 796, 806, 968, 980 and 991

**TABLE PURSUANT TO CT6.42# - YARDING/SKIDDING REQUIREMENTS (06/2010)**  
(Continued)

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YARDING/SKIDDING REQUIREMENTS	HARVEST UNITS
<i>Summer Logging Units (Required)</i>	
<i>Summer Logging Requirements</i>	
Harvest operations will be conducted during periods of sufficient soil moisture to provide adequate soil stability.	Units 001,003,004,005, 006,055,056,060
Single-Pass Feller-Buncher trails shall be placed at least 40 feet apart. Multiple Pass Skid trails shall be placed at least 100 feet apart except where converging at landings.	
<p>In addition to the <i>SUMMER LOGGING Requirements</i> above, on soils prone to detrimental compaction, active soil restoration of compacted skid trails and landings will be required except on slopes greater than 35 percent, or where excessive surface rock exists.</p> <p>Active soil restoration will be required on portions of skid trails and with significant compaction (consisting of areas where rutting depth is 6 inches or more) and will entail fracturing and loosening of the compacted layers to a depth of at least 12 to 15 inches without turning the soil profile. In addition, areas with significant displacement shall be further restored by re-contouring, roughening the soil surface, and/or placing vegetation and organic material on the trail as needed to prevent erosion.</p> <p>All landings will be decompacted by fracturing and loosening of the compacted layers to a depth of at least 12 to 15 inches without turning the soil profile.</p> <p>The equipment or methods used will avoid creating furrows and turning up roots and rocks.</p>	
<i>Winter Logging Units (Required)</i>	
<p><b>Winter Logging Guidelines</b> - Winter operations are allowed when a snow pack or combination of snow pack and frozen ground is sufficient to prevent soil damage. Rutting, mixing of soil and snow, or visible displacement of the soil are signs that soil compaction or displacement are taking place. As a guideline, 8 inches of either compacted snow, hard frozen ground, or a combination of compacted snow and hard frozen ground can provide adequate protection. Trails will be constructed prior to operations to allow the soil to freeze. In order to maintain the strength of the bearing surface, air temperatures should generally average less than 25 degrees Fahrenheit overnight and no more than 35 degrees Fahrenheit during the day.</p> <p>Skid trails shall be placed at least 40 feet apart except where converging at landings.</p>	All units except 001, 003,004, 005, 006, 055, 056, 060

CT6.6# - EROSION CONTROL AND SOIL TREATMENT BY THE PURCHASER (07/2001)

Erosion prevention and control work required by BT6.6, shall be completed within 15 calendar days after yarding/skidding operations related to each landing are substantially completed or after Forest Service designation on the ground of work where such designation is required hereunder. Said time limit shall be exclusive of full days lost in Purchaser's Operations due to causes beyond Purchaser's control. Such on the ground designation shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground. After September 15, and as long thereafter as operations continue, the work shall be done as promptly as practicable. Damage resulting from Purchaser's Operations due to failure to perform required work shall be repaired by Purchaser.

On slopes greater than 35 percent, erosion control measures will be done with methods other than mechanized equipment, unless otherwise agreed.

Where soil has been disturbed or displaced on Sale Area by Purchaser's Operations and where measures described in BT6.6 will not result in satisfactory erosion control or where subsoiling is shown on Sale Area Map, the following shall be performed. If applicable, timing of the work shall be coordinated with required scarification or subsoiling.

(a) Where staked or otherwise marked on the ground by Forest Service, seed, fertilizer, and mulch will be applied as indicated in the attached seeding, fertilizing, and mulching schedule. All applications shall be current and done during the period from September 1 to June 10 but through no more than 12 inches of snow unless otherwise agreed to. Applications shall be done only during favorable conditions. If Purchaser and Forest Service agree, seed can be applied and covered within 10 days of ground disturbance, and may be done outside the required periods.

(b) Where shown on Sale Area Map, landings, Temporary Roads and/or skidtrails/roads shall be scarified to a depth of 12-15 inches to provide a seedbed for grass seed, fertilizer, and mulch. Seed, fertilizer, and mulch shall be spread evenly at the rates shown in the table. When the seed, fertilizer, and mulch are applied in separate operations, the second or third operations shall be within 10 days of the first or second.

(c) Where shown on Sale Area Map, landings, Temporary Roads, and skid trails/roads used by Purchaser shall be subsoiled to a minimum depth of 20 inches, except that Forest Service may agree to lesser depths. Each subsoiler shank shall be equipped with a shoe and wings which has a total width of at least 18 inches. The design of the shank and wings will be such that the treated, compacted soil is slightly lifted and well-fractured rather than plowed, mixed, or displaced. The distance between subsoiler shank passes shall not exceed 36 inches. Treated areas shall span the total width of compaction. Subsoiling shall be kept reasonably current and shall be done during Normal Operating Season unless otherwise agreed.

(d) When agreed to, Purchaser may use alternate methods of erosion control.

Seed shall meet current Forest Service requirements, with the additional requirement that no seed containing any noxious weed seed in excess of established state limitations as listed in the current "State Noxious Weed Requirements Recognized in the Administration of the Federal Seed Act" publication will be used (commonly referred to as the "all states" noxious weed seed list). Seed shall be furnished separately or in mixture in standard containers clearly marked with: (1) seed name; (2) lot number; (3) net weight; (4) percentages of purity and of germination (in case of legumes, percentage of germination to include hard seed); (5) percentage of weed seed content; and (6) certification that no noxious weed seeds in excess of established state standards are present. The contractor shall furnish the Government duplicate signed copies of a certificate, signed by a Registered Seed Technologist or Seed Analyst (certified through either the Association of Official Seed Analysis or the Society of Commercial Seed Technologists), certifying that each lot of seed has been tested in accordance with the Association of Official Seed Analysts Standards within 12 months prior to date of application. This certificate shall include (1) name and address of laboratory, (2) date of test, (3) lot number for each kind of seed, (4) name of seed, (5) percentage of

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germination, (6) percentage of purity, (7) percentage of weed seed content, and (8) certification that no noxious weed seeds in excess of established state limitations are present in any kind of seed.

Legume seed shall be inoculated with approved cultures in accordance with the instructions of the manufacturer.

No seed may be applied without prior written approval by the government.

See attached application schedule.

**APPLICATION SCHEDULE PURSUANT TO CT6.6# -  
EROSION CONTROL AND SOIL TREATMENT BY PURCHASER (07/2001)**

PAYMENT UNIT OR UNIT NUMBER	AREAS A) SKID TRAILS B) FIRELINES C) TEMP. ROADS D) LANDINGS E) OTHER	SEED		FERTILIZER		MULCH	
		APPLICATION		APPLICATION		APPLICATION	
		1/ SPECIES MIXTURE	LBS/AC	2/ TYPE	LBS/AC	3/ TYPE	LBS/AC
ALL UNITS	A, C, D	Yarrow ( <i>Achillea</i> <i>millefolium</i> )	0.25				
		Mountain Brome ( <i>Bromus</i> <i>carinatus</i> )	8.5				
		Idaho fescue	2.5				
		Slender Wheatgrass (Pryor)	2.0				
		Blue Wild Rye	6.0				

1/ For sales in Oregon, the seed shall meet the State certification specifications. Seed must be packaged in containers carrying official certification labels sewn in, glued to, or printed upon the container, with the following information:

1. Variety (if certified as to variety) and kind.
2. Quantity of seed (pounds or bushels).
3. Class of certified seed (blue tags for certified seed).
4. Inspection or lot number traceable to the certifying agency's records.

For sales in Washington, the seed shall be labeled as "Prohibited and Restricted Noxious Weed Free for the State of Washington." The purchaser shall furnish a copy of the seed analysis.

For state of California lands in Region 6, seed must be certified by the state of California, or by an independent agency or company that is approved by the state of California for "prohibited and restricted noxious weed free for the state of California."

For mixtures of seed, each ingredient in excess of 5 percent must be listed with its percentage by weight and its germination percentage.

Legumes must be inoculated with nitrogen fixing bacteria before planting. The label must show the expiration date of the inoculant.

All seed treated with a fungicide or pesticide must be labeled that it is "treated" giving the name of the chemical used, and an appropriate warning or a caution statement.

2/ Fertilizer shall be a standard commercial fertilizer with guaranteed analysis of contents clearly marked on containers.

3/ Mulch shall meet the appropriate State's certification specifications, with evidence of its certification traceable to the certifying agency's records.

CT6.62# - SITE SPECIFIC WETLANDS PROTECTION MEASURES (07/2001)

Measures needed to protect wetlands identified on the Sale Area Map or on the ground include:

New landings or extension of existing landings are not allowed in Riparian Habitat Conservation Areas (RHCAs).

CT6.7 - SLASH DISPOSAL (06/2008)

As used in the following Subsections, the term "slash" is vegetative debris including, but not limited to, cull logs, blasted or pushed-out stumps, chunks, broken tops, limbs, branches, rotten wood, damaged brush, damaged or destroyed reproduction, saplings or poles, resulting from Purchaser's Operations.

Any burning of slash or refuse by Purchaser is subject to CT7.201.

Forest Service may agree to substitute methods of slash disposal if such substitute methods will give equally satisfactory results.

Forest Service may waive specific slash treatment requirements. Purchaser's Timber Sale Account will be charged for any slash treatment requirements waived or for work taken over by Forest Service. The amount of such charges will be determined by Forest Service if Purchaser has not begun felling operations. If felling operations have begun, charges will be determined by mutual agreement.

Forest Service may enter into a written agreement with the Purchaser for the Purchaser to complete slash disposal work originally scheduled to be done by the Forest Service. The agreement will describe the work to be completed by the Purchaser, and the value of such work. Value of the work to be done will be based upon the slash disposal plan in which the cooperative deposits were calculated, and will include Forest Service overhead. Any deposits paid by the Purchaser for this work will be credited to the Purchaser's timber sale account. This work is in addition to that required by CT6.74#.

Forest Service may also enter into a written agreement with Purchaser for the Purchaser to remove slash from landings, subject to BT3.41. Brush disposal deposits paid by the Purchaser for the Forest Service to burn landing piles will be credited to the Purchaser's timber sale account in the amount shown in the brush disposal plan, less the amount needed by the Forest Service for final cleanup of the landings following removal of the landing slash piles by the Purchaser. The credit will be made following the final removal by the Purchaser of all Included Timber, and slash piles, from the Sale Area.



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CT6.74# - SLASH TREATMENT REQUIREMENTS (02/2002)

Purchaser shall pile, burn, yard, construct firelines or otherwise treat slash defined in CT6.7, within designated areas. Work required of Purchaser shall be in accordance with the following slash plan and specifications, and the Sale Area Map.

Unless otherwise agreed, or shown in attached slash plan or specifications, when Included Timber is removed during Normal Operating Season, required slash work shall be completed within 30 days of removal of approximately three-quarters of the volume in the unit. When Included Timber is removed outside Normal Operating Season, required work will be completed within 30 days of the beginning of the next Normal Operating Season.

See following specifications.

SPECIFICATIONS PURSUANT TO CT6.74# -  
SLASH TREATMENT REQUIREMENTS (02/2002)

**Piling of Slash at Landings and Decking Areas**

In accordance with Provision CT6.74#, Purchaser shall pile slash by machine or hand on all landings or decking areas.

Piles shall be as compact as possible and shall be free of non-combustible material.

Piles will be located so that burning will cause minimal damage to standing green trees. Normally, this will be constructed to be at least 20 feet from the drip line of any standing green tree. Avoid placing landings within 300 feet of private property if feasible.

Machine used for piling shall be equipped with a brush blade, rake grapple or tongs. The teeth on the blade or rake must extend at least 12 inches below the lower edge of the blade or rake, and must have a maximum of 18 inches and a minimum of 16 inches spacing between the teeth. Total blade or rake width shall not exceed 10 feet.

A loader or similar machine equipped with a grapple or tongs may be necessary to accomplish the objectives of this specification.

**Piling of Tops Yarded Under CT6.41#**

In accordance with CT6.74#, Purchaser shall pile tops yarded pursuant to CT6.41# at landings and decking areas.

Purchaser shall pile tops at landings and decking areas in accordance with the specifications for Piling of Slash at Landings and Decking Areas.

In order to maintain minimum landing and decking area size, tops are to be piled on a continuous basis, concurrent with skidding/yarding operations.

**Disposal of Temporary Road Slash**

In accordance with CT6.74#, Purchaser shall dispose of slash created by the construction of temporary roads, as agreed to by the Forest Service.

Slash may be scattered, piled or windrowed as agreed to. Agreement on alternative methods of disposal must be reached prior to their implementation.

Piling will be done in accordance with the specifications for Piling of Slash at Landings and Decking Areas.

Slash shall not be buried beneath temporary roads.

Slash piled pursuant to the construction of temporary roads will be burned by the Forest Service.

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CT6.8 - MEASURING (08/2000)

The estimated quantity of timber in AT2 was determined in advance of advertisement. Any timber subsequently added or deleted under BT2.13, BT2.14, BT2.15, BT2.31, BT2.32, BT2.33, BT2.34, BT2.35, or BT2.37 will be measured by the Forest Service and formulated using Forest Service Handbook 2409.12, Timber Cruising Handbook Standards, unless otherwise agreed to in writing.

CT6.84 - ACCOUNTABILITY (06/2006)

The following requirements are applicable to product removal permits:

1. Forest Service will issue to Purchaser or designated representative(s) serially numbered Product Removal Permit Books for use only on this sale. Product Removal Permit Books, whether used or unused, shall be returned to issuing Forest Service Office in accordance with instructions contained on cover of each book.

2. All permits shall be completed and attached to load by an individual named in writing, other than the truck driver in accordance with the instructions on the inside cover of the Product Removal Permit Book. Product Removal Permit will be attached prior to removal from the immediate vicinity where loading is done. The permit will remain attached until the load is decked at the delivery point.

When products are manufactured on site and removed as chips, the permit shall be attached to a 12" x 18" vertically mounted board on the front panel on the driver's side of the conveyance unit. The previously validated Product Removal Permit shall be removed from the board before attaching a new permit. The board's texture, density, and thickness shall be such as to accommodate construction type staples and be of durable material for securing the attached permits.

3. Purchaser shall require truck drivers to stop when requested by Forest Service for purposes of monitoring accountability when products are in transit. Methods to be used to alert drivers of an impending stop shall be agreed to in advance of hauling products.

CT6.84 (OPTION 1) - USE OF PAINT BY PURCHASER (05/2005)

Notwithstanding BT6.81, use of paint by the Purchaser within the Sale Area in the color(s) used by the Forest Service in the preparation of the sale and administration of the contract will be by written approval of the Forest Service.

CT7.1 - PLANS (09/2004)

The plan shall state how Purchaser's representative or alternates will be contacted in a fire emergency, both during periods of operation and at other times such as evenings or weekends. Purchaser shall certify compliance with specific fire precautionary measures included as Subsections under CT7.2 - Specific Fire Precautions, before beginning operations during Fire Precautionary Period (closed season) and shall update such certification when operations change.

If helicopter yarding is required, the plan shall include a schedule of rates mutually agreed to for computing Purchaser costs incurred toward meeting Purchaser's obligations under AT11, or for paying for helicopters controlled by Purchaser and used under Forest Service direction for suppressing Operations. Fires or other fires on Sale Area, excluding Negligent Fires.

CT7.2 - SPECIFIC FIRE PRECAUTIONS (09/2002)

When the industrial fire precautions level is I or higher, unless waiver is granted under CT7.22, specific required fire precautionary measures are as follows:

A. Fire Security.

Purchaser will designate in writing a person or persons who shall perform fire security services listed below on Sale Area and vicinity. The designated person will be capable of operating Purchaser's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Purchaser's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Purchaser may provide another person meeting the qualifications stated above to direct the activities of Purchaser's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Purchaser's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Sale Area.

Purchaser shall furnish fire security services based on the predicted industrial precaution level, obtained by Purchaser from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in fire security services are indicated.

B. Fire Extinguishers and Equipment (on Trucks, Tractors Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Purchaser on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size 0 or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.

(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size 0 or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Sale Area that is protected and readily available.

(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark Arresters and Mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.

D. Fire Tools.

Purchaser shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

(a) Two axes or Pulaskis with a 32 inch handle.

(b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.

(c) Three long handled, round point shovels, size 0 or larger.

E. Tank Truck.

Purchaser shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under BT7.21.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of rubber or poly lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hoses may be used by

agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Sale Area Map, Purchaser shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Purchaser may provide a suitable helicopter water bucket with a 300 gallon capacity. When Purchaser provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.

#### F. Communications.

During Purchaser's Operations, excluding powersaw falling and bucking, Purchaser shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions. Smoking and fires shall be permitted only at the option of Purchaser. Purchaser shall not permit open fires on Sale Area without advance permission in writing from Forest Service.

#### H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

#### I. Compliance with State Fire Laws.

Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Purchaser's Operations.

#### J. Aircraft Communications.

Every aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Sale Area, all aircraft pilots controlled by Purchaser shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.

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K. Logging Block Equipment.

Purchaser shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Purchaser shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

CT7.201 - BURNING BY PURCHASER (01/1993)

Notwithstanding the Fire Precautionary Period limitation of BT7.2, the Purchaser is required to obtain written permission from the Forest Service prior to any burning on the National Forest Lands.



CT7.22 - EMERGENCY FIRE PRECAUTIONS (09/2004)

Purchaser shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Purchaser, the revised Industrial Fire Precaution Levels will supersede the attached levels.

## INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

## LEVEL INDUSTRIAL FIRE PRECAUTION

I. Closed Season - Fire precaution requirements are in effect.  
A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.

II. Partial Hootowl - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:

power saws, except at loading sites;  
cable yarding;  
blasting;  
welding or cutting of metal.

III. Partial shutdown - The following are prohibited:

cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.

power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:

tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start;  
mechanized loading and hauling;  
blasting;  
welding or cutting of metal;  
any other spark-emitting operation not specifically mentioned.

IV. General shutdown - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

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Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists as described in AT9.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Contracting Officer or Forest Service Representative.

Such waiver, or substitute precautions under BT7.21, shall prescribe measures to be taken by Purchaser to reduce the risk of ignition, and/or the spread of fire. The Contracting Officer or Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Purchaser shall assure that all conditions of such waivers or substitute precautions are met.

Purchaser shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or industrial precautions are indicated.

CT8.13 - DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)

Purchaser and Forest Service hereby agree, acknowledge, and accept that there is no expressed or implied warranty provided by the Forest Service that guarantees the Purchaser will be allowed to complete the removal of products sold under the terms of the contract. Upon execution of the contract, Purchaser hereby acknowledges the acceptance of the risk that this contract is subject to interruption or termination as a result of litigation associated with the environmental analysis process used by the Forest Service in the planning of this timber sale. If such interruption or termination occurs due to litigation, Purchaser agrees to accept as full compensation for such interruption remedies pursuant to BT8.33, or for termination remedies pursuant to BT8.34.

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CT8.212 - MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

The term of this contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT17. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. For each additional consecutive quarter such a drastic reduction occurs, Contracting Officer will, upon written request, add an additional 3 months to the term during Normal Operating Season, except that no single 3-month addition shall extend the term of the contract by more than one year. Contracting Officer must receive Purchaser's written request for a market-related contract term addition before the expiration of this contract.

No more than 3 years shall be added to a contract's term by market-related contract term addition unless the following conditions are met:

(i) The sale was awarded after December 31, 2006; and

(ii) A drastic reduction in wood product prices occurred in at least ten of twelve consecutive quarters during the contract term, but not including the quarter in which the contract was awarded.

For each qualifying quarter meeting the criteria in paragraphs (i) and (ii) of this provision, the Forest Service will, upon the Purchaser's written request, add an additional 3 months during the normal operating season to the contract, except no single 3-month addition shall extend the term of a contract by more than 1 year.

In no event shall a revised contract term exceed 10 years as a result of market-related contract term addition.

Additional contract time may not be granted for those portions of the contract that have a required completion date or for those portions of the contract where Contracting Officer determines that the timber is in need of urgent removal or that timber deterioration or resource damage may result from delay.

CT8.66# (Option 1) - USE OF TIMBER (04/2004)

(a) This contract is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, et seq.).

(b) Except for none determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Purchaser or any person as defined in the Act (16 USC 620e).

(c) Timber in the following form will be considered unprocessed:

(i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;

(ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and

(iii) Aspen or other pulpwood bolts exceeding 100 inches in length.

(d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic processing facility and shall not be mixed with logs intended for export.

(e) Prior to award, during the life of this contract, and for a period of 3 years from Termination Date, Purchaser shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Purchaser or affiliates.

(f) Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchange, or recipient to execute an acceptable agreement that will:

(i) Identify the Federal origin of the timber;

(ii) Specify domestic processing for the timber involved;

(iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;

(iv) Require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and

(v) Otherwise comply with the requirements of the Act (16 USC 620d).

(g) No later than 10 days following the execution of any such agreement between Purchaser and another party, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.

(h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.

(i) For breach of this Subsection, Forest Service may terminate this contract and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Purchaser relating to the termination.